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ABSTRACT

This document covers the agreement between the Board of Junior College District No. 524, County of Cook and State of Illinois and the Moraine Valley Faculty Association Chapter of the Cook County College Teachers Union. Articles of the agreement cover: definitions; recognition; nondiscrimination; association and board relations; academic freedom; tenure; renewal or termination of appointments of nontenured faculty members; overload and summer school; promotion; scheduling and teaching assignments; teaching load and assignments; grievance procedure; leaves of absence; professional growth; faculty rights; personnel records for faculty; calendar; savings; hiring; faculty involvement; noninterruption of work; scope of agreement; salary schedules; insurance and credit union; severance pay; and duration. Appendices include the salary schedules for 1972-73, 1973-74. (MJM)

MORAINE VALLEY COMMUNITY COLLEGE
10900 South 88th Avenue
Palos Hills, Illinois 60465

Illinois
AFT
2 year

AGREEMENT

Between the Board of Junior College
District No. 524, County of Cook
and State of Illinois

and the

Moraine Valley Faculty Association
A Chapter of the
Cook County College Teachers Union

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EDUCATION POSITION OR POLICY

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THIS AGREEMENT is entered into by and between the Board of Junior College District No. 524, County of Cook and State of Illinois, hereinafter referred to as the "Board," and the Moraine Valley Faculty Association, a chapter of the Cook County College Teachers Union, hereinafter referred to as the "Association", as the exclusive collective bargaining agent for the bargaining unit as defined in Article 1.

WHEREAS, the Board and Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the faculty members in the unit covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Moraine Valley Community College and are consonant with the paramount interests of the public; and

WHEREAS, the Association and the Board are vitally concerned with the education and welfare of the student body; and

WHEREAS, it is the intention of the parties to this Agreement to provide for the salary schedule, fringe benefits and the professional status and the best conditions of employment of the faculty members in the unit covered by this Agreement, to prevent interruptions of work and to provide for the efficient meeting of institutional purposes and the efficient operation of Moraine Valley Community College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1. The term "academic year" means the fall and spring semesters.

1.2. The term "Agreement" shall mean this current collective bargaining agreement between the Board and the Faculty Association. This Agreement shall not apply to the Board's continuing education program, except for Section 8.5.

1.3. The term "Board" in addition to meaning the Board of Junior College District No. 524, County of Cook and State of Illinois, shall also mean any administrator(s) the Board may designate.

1.4. The term "College" refers collectively to the institution and all educational facilities or academic locations under the jurisdiction of the Board, and the administrative offices thereof.

1.5. The term "course area" refers to those groups of courses established as a course area by the Board, provided that the Board shall not change course areas more than once each academic year and where the Board changes course areas it shall give faculty members sufficient written notice in advance (approximately 4 to 6 months). Course areas are:

a. Business
b. Biological Sciences
c. Physical Sciences
d. Social Sciences
e. Communications and Literature
f. Foreign Languages
g. Humanities
h. Mathematics
i. Physical Education
j. Health Sciences
k. Industrial Technology

1.6. The term "Faculty Association" refers to the party to this Agreement which is the organization of Union members at the College.

1.7. The term "Faculty Association Chairman" refers to the elected head of the Union chapter or his elected alternate.

1.8. The term "faculty members" means the bargaining unit defined in accordance with the February 1972 rules for the recognition election: All full-time teachers (one who holds the rank of professor, associate professor, assistant professor, instructor or assistant instructor, who is eligible for a scheduled teaching load of 14 equated hours or 35 hours per week straight time), counselors, librarians, coordinators, technicians in the Individualized Learning Center, and student personnel assistants, excluding managerial or supervisory employees as defined by the National Labor Relations Board and all other employees of the Board. Interns or student teachers shall not be covered under this Agreement, nor shall they be considered as part-time employees.

1.9. The term "laboratory courses" shall be as designated by the Board. Current laboratory courses are in the following areas: Business, Data Processing, Biological Sciences, Physical Science, Electronics, Art, Music, Engineering and Architecture. Other courses may be designated by the Board as laboratory courses. When a faculty member teaches a course designated as a laboratory course, the Board shall not change that designation for the academic year and shall give faculty members 4 months advance written notice of any such change.

1.10. The term "qualification" of any faculty member to teach a course or courses shall be as determined by the Board. Generally where possible, a faculty member should have a master's degree in the

subject to be taught. However, the Board may deem qualified a faculty member with experience, background, or academic preparation less than a master's degree. The Board's determination of Faculty members' qualifications shall, insofar as possible, be applied by the Board consistently. The same qualifications to teach shall apply to part-time and full-time faculty members.

1.11. The term "seniority" shall refer to the number of years of full time teaching at the College starting from the faculty member's original date of hire, or if service has been broken by termination, from the faculty member's most recent date of hire.

ARTICLE 2 – RECOGNITION, NON-DISCRIMINATION, ASSOCIATION AND BOARD RELATIONS

2.1. The Board recognizes the Association as the exclusive bargaining representative for faculty members in matters of salaries, wages, fringe benefits and working conditions. This recognition shall not preclude the Board or any administrator from meeting with any member of the faculty, or any committee or group established by the College which includes members of the said faculty; provided that no matters covered in this Agreement may be changed except through negotiation and agreement with the Association.

2.2. The Board shall not remove a faculty member position covered by this Agreement from the unit by reclassifying the position as a non-unit position, where there are no bona fide changes in the job duties or responsibilities of the position.

2.3. The Faculty Association shall have the right to schedule a meeting on the last Thursday of each

month during the College activity period for so long a time as the current reserved activity periods are set aside. The dates of the Faculty Association meetings shall appear on the calendar distributed to faculty members. The administration shall not call a College-wide meeting on such dates, except in the case of an emergency. In addition, the Faculty Association may meet during one additional activity period each month, provided its request is made at least 24 hours in advance, and further provided that a faculty member shall not be released from assigned duties which his supervisor feels cannot be performed at another time, or College meetings, to attend such Association meetings.

2.4. No faculty member or applicant shall be discriminated against or favored because of Association membership or activities or lack thereof, sex, marital status, parental status, age, race, national origin or religion. A faculty member shall not be rejected for a teaching or other position because of the above factors, nor shall any of the above factors influence (1) employment or the level and step at which an individual is hired, (2) promotion, (3) scheduling for overtime, (4) assignment for summer school or released time, or (5) being chosen for special projects. The Board and the Association also agree not to interfere with the right of any faculty member to become or not to become a member of the Association and that there shall be no discrimination against any faculty member because of Association membership or non-membership.

2.5. Board Authority. The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, subject to the terms of this Agreement, including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the College District and its properties and facilities and the professional activities of its employees as related to the conduct of College affairs;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

3. To establish methods of evaluating students' progress and courses of instruction, including special programs, all as deemed necessary or advisable by the Board;

4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to written Board policy as the same may from time to time be amended; and

5. To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.

2.6. Board Responsibilities. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or

representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Junior College Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

2.7. Dues Checkoff. The Board will deduct from the pay of each faculty member from whom it received voluntary written authorization to do so the required amount of monthly Association dues. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Association members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Association no later than 7 days after such deductions were made. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits or judgments against the Board as a result of any action taken or not taken under this section. The payroll deduction authorization form shall be shown as follows:

TO THE BOARD OF TRUSTEES OF
JUNIOR COLLEGE DISTRICT NO. 524:

I hereby authorize and direct the Board of Trustees of the Junior College District No. 524 through its officers, agents, and employees, to deduct from the portion of any salary due me each month the amount as certified by the Cook County College Teachers Union at the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Cook County College Teachers Union, 19 South LaSalle Street, Chicago, Illinois 60603.

In consideration of the above described service rendered by the Board of Trustees of Junior College District No. 524, its members, officers, agents, and employees, the undersigned hereby releases and discharges the Board, its members, officers, agents, and employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon 30 days' written notice prior to March 1 or October 1 of any year to the Cook County College Teachers Union and the Board of Trustees of Junior College District No. 524, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deductions will be made.

_____
Employee Signature

Effective Date_____

Social Security Number _____

Position Title_____ Annual Salary $ _____

Mr._____

Mrs._____

Miss _____
Last Name First Middle

Address_____

College _____

ARTICLE 3 – ACADEMIC FREEDOM

The Board recognizes its responsibilities to protect and encourage the search for truth and its dissemination, as each faculty member must recognize his obligations in these matters. Each faculty member, as a teacher, an individual citizen, and a representative of the College, enjoys certain rights and certain responsibilities including, but not limited to, the following:

3.1. Each faculty member who teaches shall be entitled to freedom in the classroom in presenting and discussing his subject and shall have the right to introduce into his teaching, on the basis of his professional judgment, any matter related to his subject, provided that the Board or its designee shall have the right to question and ultimately decide upon any matter introduced into teaching which may not be consistent with community morality or the written policies of the Board or the Dean of Instruction.

3.2. Each faculty member who teaches shall have the right to determine course content and textbooks, subject to the final decision of the Dean of Instruction, who will apply written policies or procedures of the Board or the Dean of Instruction.

3.3. Each faculty member shall have the right to communicate his point of view concerning College related matters, subject to Sections 3. 5-7 below. The Faculty Association shall have bulletin board space in 4 locations, said space to be on a College bulletin board located next to faculty mail boxes, for the posting of Faculty Association communications. The Faculty Association shall have the right to distribute official Faculty Association communications through inter-office mail and Faculty mail boxes, in accordance with its past practice.

3.4. If a complaint is to be used against a faculty

member or appear in his personnel file, the faculty member shall have the right, if he is accused of misconduct maligning his reputation or endangering his employment, of being informed in writing of the allegation against him, of questioning the accuser, and of introducing evidence in his defense, at a hearing, if any, for this purpose. This does not preclude the administration from informing the faculty member of an oral or unsupported complaint.

3.5. Each faculty member is obligated at all times to do whatever is necessary to clearly indicate whether or not he is a spokesman for the Board or the College.

3.6. Each faculty member is entitled to full rights of citizenship and no religious or political activities of his or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of said faculty member, provided that such activities do not violate this Agreement or any national, state, county, district, or local law or regulation or any constitutional provision, or lawful policy of the Board.

3.7. When a faculty member speaks or writes, his special position imposes special obligations. The public may judge his co-faculty members and/or the College by his utterances. Hence, the faculty member shall at all times try to be accurate and should show respect for the opinion of others.

ARTICLE 4 – TENURE

4.1. A Faculty Association committee will develop and recommend general written procedures and criteria for the evaluation of non-tenured faculty members who are being considered for tenure. Such recommendations, which shall be made not more than once per academic year, may be adopted by the

Board. The Board shall give in writing its decision concerning such recommendations and the reasons therefor to the chairman of the committee within 2 calendar months of their submission. The criteria and procedures adopted by the Board for tenure in 1973-74 shall be published and given general distribution.

4.2. Upon recommendation by the President, and approval within the discretion of the Board, tenure shall be granted to a faculty member after he has been offered and has accepted a contract for the 4th consecutive year of full-time service at the College, unless he is notified that his probationary period has been extended for not more than one year; however, a present faculty member who has received a letter of intent shall have tenure if he does not reject his 1972-73 year contract, provided said contract is at least his 4th consecutive annual contract of full-time service at the College. A list of said present faculty members shall be attached hereto as Appendix A.

4.3. Termination of appointment of a tenured faculty member shall be considered a very serious matter. His professional career and livelihood are both endangered. When it is decided to take such action, the faculty member shall be informed in writing. Such action may be taken only for the following reasons:

4.31. Permanent health disability, as determined by a physician mutually agreed upon by the Board and the faculty member, which makes impossible the performance of contractual duties.

4.32. Unwillingness to continue service in the area of specialization for which the faculty member was initially employed.

4.33. Persistence, after one written warning from the Dean of Instruction, in violating Section 3.5 of this Agreement.

4.34. Professional incompetence.

4.35. If a faculty member's area(s) of teaching is discontinued, every effort shall be made by the administration to find another appropriate assignment for the faculty member within the College. If discontinuance is deemed necessary, the Board shall notify the faculty member at least 3 months prior to the beginning of the semester in which the areas of teaching are to be eliminated. If courses in the faculty member's area(s) of teaching are reinstated, the faculty member shall have the first opportunity for re-employment in the position.

4.36. The indictment for a felony may be considered by the Board as adequate grounds for suspension. Conviction of a felony may lead to dismissal. However, if the conviction of a faculty member is overturned on appeal, he shall be reinstated with all the rights and privileges he enjoyed prior to his dismissal. When the accused is not convicted, he shall be reinstated to his position with all rights and privileges, and all records of the indictment shall be stricken from all College records. If the said faculty member is convicted and said conviction is not overturned on appeal, if any, the suspension shall be without salary. If the said faculty member is not convicted or his conviction is overturned on appeal, the suspension shall be with salary.

4.37. When it is decided to terminate the services of a tenured faculty member for reasons set forth in Sections 4.31 to 4.36 above, he shall be informed in writing by the President of the College of the reasons for his termination. The Board, as a general committee, shall hold a trial for such purpose if requested by the said faculty member. A copy of the written charges shall be

presented to the said faculty member at least 30 days prior to the time the Board holds the trial, and the said faculty member shall have the right to be present, together with counsel, at the trial, offering evidence and making defense thereto. The decision and action of the Board, as determined by a majority of the full membership of the Board, shall be final.

4.4. A faculty member may be disciplined or discharged for just cause in addition to the reasons set forth in Sections 4.31 to 4.36 above. Any such discipline or discharge for just cause may be grieved under the grievance and arbitration provisions of this Agreement.

ARTICLE 5 – RENEWAL OR TERMINATION OF APPOINTMENT OF NON-TENURED FACULTY MEMBERS

5.1. The Board shall have the sole and exclusive right to evaluate non-tenured faculty members for the purpose of renewing their employment contracts, with the exceptions that a faculty member shall not be denied the renewal of his contract (1) if the evaluation procedure has not been followed, or (2) for arbitrary or capricious reasons. The Association may recommend written procedures and criteria for the retention of said non-tenured faculty members, which shall be advisory to the Board. When such procedures and criteria are recommended by the Association, the Board shall act on them and its decision and reasons therefor shall be communicated in writing by the Board to the chairman of the Association within 2 calendar months of their submission.

5.2. The decision to continue or to terminate the employment of said non-tenured faculty member

shall be communicated to him in writing no later than April 1 of the first year of his appointment, and by February 15 of subsequent years. If a said non-tenured faculty member is denied renewal of his employment contract, the decision shall be in writing and shall state the reason or reasons for such denial. The decision denying renewal of employment contracts shall be deemed confidential. Should a decision to terminate be communicated later than the aforesaid date, then the said faculty member shall be offered one additional year of employment. If the decision is to continue his employment he shall be tendered an employment contract for the next academic year. A faculty member shall communicate in writing to the designated representative of the College his decision to continue or terminate his employment no later than one month after receipt of notification of contract renewal, and his acceptance of continued employment shall be indicated by returning a signed employment contract within 7 days of receipt thereof.

ARTICLE 6 – OVERLOAD AND SUMMER SCHOOL

6.1. Each equated credit hour of overload and summer school pay for faculty members employed for the academic year shall be compensated on the basis of 75 percent of the faculty member's pro rata salary per equated credit hour based on a 14 equated credit hour load. Overload hours shall be defined as all equated credit hours over 14 equated credit hours per semester. Subject to the provisions of Article 8, faculty members may teach as many as but no more than 5 equated credit hours of overload each fall or spring semester and as many as but no more than 8 equated credit hours for the summer session.

6.2. Where the Board determines there is a need to

have faculty members teach during the summer session, the selection of faculty members on academic year contracts teaching during the summer session will be made according to the following point system. Qualified faculty members for the needed areas of instruction with the highest accumulation of points will receive first priority in assignment for the summer session, except as provided in Section 6.3 below. For purposes of determining the number of points to be assigned a faculty member, calculations shall be made from the beginning date of a faculty member's full-time employment at the College.

6.21. Each faculty member will earn 6 points for each contractual year at MVCC.

6.22. One point will be expended for each credit hour taught during the summer session.

6.23. When 2 or more faculty members who have equal point accumulations apply for the summer teaching assignments, assignment will be made according to seniority.

6.24. The academic dean or his designee will maintain a list of point accumulations for all faculty members and shall distribute such list to all faculty members 2 weeks in advance of the choice of summer school courses.

6.3. As exceptions to Section 6.2 above, in order for the Board and the faculty to continue innovative, experimental or unique concepts of education, the Board may deviate from the above point system. By way of illustration, there may be deviation for a new course to be added to the College catalog or the continuation or development of an experimental instructional mode which has been approved in writing by the Dean of Instruction. Further, qualified faculty members with 12-month contracts will have

priority in summer session assignments. Further, (1) where a faculty member's summer school class is cancelled and (2) no part-time teacher has been tentatively assigned to a class which the faculty member is qualified to teach, the faculty member, if he is qualified to do so, may choose another class scheduled to be taught by the faculty member with the lowest number of points.

6.4. No part-time teacher shall be assigned to summer school classes when a qualified faculty member is available and wishes to teach such courses. If administrators teach summer school classes, they shall be considered for such classes on the same basis as faculty members.

6.5. Faculty members shall select summer school classes under the provisions of this Article 6 no later than one week after the summer schedule is published.

ARTICLE 7 – PROMOTION

7.1. The Board shall have the sole and exclusive discretion to determine promotions, with the exceptions that (1) the Board shall follow the evaluation procedures for promotion and (2) shall not be arbitrary and capricious. Faculty members shall have the right to bring to the Board's attention factual errors in the promotion procedure.

7.2. Promotions in rank which shall become effective at the beginning of the 1972-73 academic year shall be decided by the Board in accordance with the procedures and criteria used by the administration in the past. These procedures and criteria shall be made available to every faculty member. The criteria used by the administration for promotion have been: student evaluations, administrative evaluations, professional education, professional growth and

experience, community services and/or institutional services.

7.3. The Association shall establish a committee which may recommend different or additional criteria and procedures for promotion in rank. The Board shall respond in writing to the recommendations of the Association's committee, indicating their agreement or disagreement and reasons for such. New criteria and procedures, if any, adopted by the Board for promotions in 1973-74, shall be published and given general distribution by March 1, 1973.

7.4. A faculty member shall be advised by his Associate Dean if he is being considered for promotion in rank. If promotion is denied, the reasons therefor shall be stated in writing if the faculty member so requests. Employment contracts shall show any promotions in rank.

ARTICLE 8 – SCHEDULING AND TEACHING ASSIGNMENTS

8.1. Subdivision schedules shall be prepared by the Associate Deans of Instruction, taking into consideration any recommendations forwarded by the faculty. Subdivision schedules shall be available for faculty selection of courses no later than April 15 for the fall semester, and November 15 for the spring semester.

8.2. Faculty members within each subdivision course area will meet to select their courses from subdivision schedules with the assistance and agreement of the Associate Dean. The selection of courses shall be completed within one week of the distribution of the subdivision schedules. If said selection by subdivision course area faculty members cannot be reached within one week, the Associate Dean shall make the

assignments, subject to conditions in Section 8.3 below.

8.3. The Associate Dean may not, without the faculty member's written consent, assign a faculty member a schedule in which one or more classes are before noon and the other class(es) begin(s) after 4 P.M. on the same day. Where a faculty member is assigned a class which ends after 8 P.M., the Associate Dean may not, without the faculty member's written consent, assign that faculty member to any class beginning before 9 A.M. on the next morning. No faculty member shall have more than 6 equated credit hours of teaching per day without the written consent of the faculty member and the Associate Dean. A faculty member shall be assigned by the Board to no more than 3 preparations per semester without his written consent, except where it is necessary to give the faculty member his minimum hourly load.

8.4. Overload shall be as assigned or agreed to by the Associate Dean, after the subdivision course area members choose their regular load, provided overload shall not be assigned or refused for arbitrary or capricious reasons. The procedure for overload assignment shall be applied consistently to all faculty members. Associate Deans, within the Board's budgetary limitations, shall attempt to give faculty members as much overload within their subdivision as they may desire and the Associate Dean determines they can handle; however, the faculty member may teach an overload course or courses in another subdivision at the discretion of that subdivision Associate Dean. No part-time teacher shall be assigned a class, nor shall his name appear on the subdivision schedule, until all full-time faculty members have chosen or have had an opportunity to choose their regular load and overload, subject to this Section 8.4, except where a part-time teacher possesses qualifications not available among faculty members, or where such

assignment will result in the termination of an exceptionally qualified part-time teacher whom the Board may want to retain. Further, if a class that is part of the faculty member's regular load or overload is cancelled, that faculty member may choose another course for which he is qualified to teach from those courses then tentatively assigned to a part-time teacher, subject to this section 8.4.

8.5. Continuing Education Program. Faculty members shall receive copies of the proposed offerings in the continuing education program as soon as they are available. Faculty members may apply as any other applicant to teach in the continuing education program, provided the total equated hours taught by the faculty member (except workshops) do not exceed 19 equated credit hours. A faculty member who develops a course or workshop for the continuing education program shall have priority in teaching or conducting it.

8.6. Counselors and Librarians. Any changes in past practices during the 1971-72 year concerning the scheduling, assignment and compensation for responsibilities for counselors and librarians shall not be made without notice to them.

8.7. Coordinators. Coordinators shall normally be assigned to teach 6 equated hours per semester. However, this load may be adjusted depending upon student enrollments, type of program, and other relevant factors. If a coordinator who formerly was a teacher elects to return to full-time teaching, he shall have the opportunity to do so, if he is qualified, when the first opening occurs in his teaching area, provided the administration is able to fill the coordinator's position.

ARTICLE 9 – TEACHING LOAD AND ASSIGNMENTS

9.1. Although a teacher shall be considered a full-time

faculty member while teaching 12 or more equated credit hours (e.c.h.), less than 14 e.c.h. shall be considered an underload and 14 e.c.h. shall be considered a regular load. When a faculty member has 14 or more e.c.h. in any semester, he may refuse the assignment of additional hours. Where a faculty member has less than 14 e.c.h. in any semester, he may be assigned an additional course or courses to bring him up to at least 14 e.c.h., provided that the number of courses which the faculty member may be required to accept is the minimum number required to give him a regular load. Such course or courses may not exceed 16 e.c.h. without his written consent and the approval of the Associate Dean. By written agreement with the faculty member, adjustments may be made by the Board for faculty members involved in innovation or experimentation. By agreement with the Associate Deans, if a faculty member is assigned less than 14 e.c.h. within his subdivision, he may choose from courses available in another subdivision, subsequent to choices by those full-time faculty members in the other subdivision. If there is no such agreement and should the Board find that there are not sufficient courses in the faculty member's subdivision for the assignment of 14 e.c.h. to the faculty member, other professional duties may be assigned by the Associate Dean on the basis of no more than 45 hours of such duties per semester for each e.c.h. Due consideration shall be given to the desire of the faculty member in the assignment of such other professional duties. Faculty members teaching courses in English composition shall receive 1 1/3 e.c.h. for each credit hour. Faculty members teaching laboratory courses shall receive 0.8 credit hours for each class contact hour in excess of credit hours. Faculty members tutoring in the Study Skills Center shall receive 0.8 credit hours for each contact hour.

9.2. The Board will allow each member of a teaching team to have the opportunity to accept or reject his

appointment to the team on a semester or term basis at the time of course selection.

9.3. The development of innovative programs and major course development or revision shall be compensated by terms of mutual agreement between the faculty member and the Board. Such special assignments may by mutual agreement between the faculty member and the Associate Dean be considered part of regular load, overload or neither.

9.4. By agreement between the Board and a faculty member, a faculty member may be employed on a 12-month contract basis. Vacations for faculty members employed on a 12-month contract basis shall be computed at the rate of 1.75 days per month of full-time service at the College.

9.5. Equated Credit Hours and Class Size

9.51. The number of equated credit hours a faculty member receives where the equated credit hour is not one for one, or not as otherwise set forth in Article 9, shall be determined by mutual agreement between the Associate Dean and that faculty member directing the instruction. Before the agreement is reached the Associate Dean shall inform the Faculty Association Innovation Committee of the pending agreement. When the agreement is reached the terms shall be communicated to the Faculty Association Innovation Committee. The faculty member involved may invite other interested or qualified faculty members to participate in the discussion.

9.52. A committee composed of 3 faculty members appointed by the Faculty Association and 3 representatives of the Administration shall attempt to resolve complaints of faculty members who feel that their compensation is

improper based upon the number of students they teach and the equated credit hours generated. This committee may also develop recommendations for future solution to these problems. The present compensation for teaching laboratory courses (0.8 credit hours for each class contact hour in excess of credit hours) shall be reviewed by this committee and recommendations may be made for modification or change in such compensation.

9.53. Class size shall be as determined by the Dean of Instruction. However, complaints with regard to class size shall be discussed with the Associate Dean who will try to reach mutual agreement with the faculty member. The faculty member involved may invite a reasonable number of other interested faculty members to participate in this discussion. If mutual agreement cannot be reached, the Associate Dean shall give the faculty member a written response to his complaint.

9.6. Subdivisions. The administration shall make subdivision assignments. Faculty members may request subdivision transfers in writing no later than November 1 or April 1 of the semester preceding the change, whenever possible. When there are openings in course areas, interested faculty members may request the opportunity to transfer into another subdivision before the new faculty members are hired to fill such openings. All subdivision transfers shall be subject to the approval of the Dean of Instruction. Any transfers initiated by the Administration will be with the consent of the faculty members, unless program area placement renders this impossible, or for good cause shown.

If a subdivision assignment carries with it an obligation to use a single mode of instruction, due

consideration will be given to a faculty member's request for transfer. In addition, before a new mode of instruction or a single mode of instruction is adopted by a subdivision, it shall be discussed with the subdivision faculty members and any available research about that mode of instruction shall be presented to them.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.1. It is the declared objective of the Association and the Board to encourage the prompt resolution of grievances or complaints of faculty members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances or complaints.

10.2. A grievance shall mean a complaint by a faculty member that there has been as to him a violation or misinterpretation of the specific terms of this Agreement, or of Official Policies approved in writing by the Board, which may from time to time be in effect and which apply to faculty members. However, a grievance shall not be processed where the Board has retained the sole and exclusive right to take action, provided that any stated exceptions to the Board's sole and exclusive rights shall be grievable under this grievance procedure. As used in this Article, the term "faculty member" shall also mean a group of faculty members having the same grievance. The designee of the Board at each step below shall be someone who has more authority than the person at the previous step. Grievance shall be processed as follows:

Step 1: Any faculty member covered by this Agreement who has a grievance shall submit it orally or in writing to and discuss it with his immediate supervisor. His supervisor shall answer within 3 school days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the faculty member wishes to appeal, the grievance may be referred by him in writing to the Executive Vice President (or to any other person designated by the Board) within 10 school days after the answer in Step 1 and shall be signed by both the faculty member and an Association representative. The Executive Vice President or his designee, shall discuss the grievance within 3 school days with the grievant and the Association representative at a time mutually agreeable to the parties. If no settlement is reached, the Executive Vice President, or his designee, shall give his written answer to the Association and the grievant within 3 school days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred in writing by the Association to the President within 10 school days after the Executive Vice President's answer in Step 2. The President, or his designee, shall discuss the grievance within 3 school days with the Association representative and the grievant at a time mutually agreeable to the parties. If no settlement is reached, the President, or his designee, shall give his written answer to the Association within 3 school days following their meeting.

Step 4: If the grievance is not settled in Step 3 and the Association desires to appeal, it shall be referred in writing by the Association to the Board within 10 days after the President's answer in Step 3. The Board shall have the option to hear the matter. If the Board decides to hear the matter, the Board shall meet within 10 school days of the receipt of

the appeal and discuss the grievance with the grievant and the Association representative. In that event, the Board shall give its written answer to the Association within 10 school days after the Board meeting.

10.3. Arbitration. If the Board does not hear the matter or if the grievance is not settled in accordance with the foregoing procedure, the Association (but not the faculty member) may refer the grievance to arbitration within 10 school days after receipt of the President's answer in Step 3, if the Board does not hear the matter, or within 10 school days after the receipt of the Board's answer in Step 4, if the Board does hear the matter. The parties shall attempt to agree upon an arbitrator within 5 school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said 5 day period, the parties shall immediately jointly request the Federal mediation and Conciliation Service to submit a panel of 5 arbitrators. Both the Board and the Association shall have the right to strike 2 names from the panel. The party requesting arbitration shall strike the first 2 names; the other party shall then strike 2 names. The remaining person shall be the arbitrator. However, if the Association or Board desires to strike all names on this panel of arbitrators and to request a new panel, it may do so no more than 2 times. The arbitrator shall be notified of his selection by a joint letter from representatives of the Board and the Association requesting that he set a time and place, subject to the availability of the Board and Association representatives.

10.4. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or any applicable Board policy. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any

decision or recommendation on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within 30 days following close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement or Board policy involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and faculty members and shall be immediately implemented.

10.5. Expenses of Arbitration. The fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

10.6. Time Limit For Filing. No grievance shall be entertained or processed unless it is submitted within 10 school days after the grievant had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. Time is of the essence to this Agreement. Time limits may be extended only by mutual agreement. Failure to communicate a decision within the specified time limits shall permit the Association to proceed to the next step.

10.7. Association or Board Grievances. The Association or the Board shall have the right to use the grievance and arbitration procedure starting at Step 2 of the procedure.

ARTICLE 11 – LEAVES OF ABSENCE

11.1. Short Term Leaves

11.11. Annual Sick Leave

11.111 At the beginning of his initial year of full-time employment, a faculty member will receive a bank of 10 sick leave days to be used for his absences on instructional days caused by illness, accident or temporary physical disability (including temporary physical disability which results from pregnancy or childbirth), which prevents him from performing his duties. In addition, a faculty member shall receive in each academic year he is performing his duties one sick leave day for each month of full-time service in that year, up to a maximum of 10 days (12 days for faculty members employed on an annual basis). Effective the summer of 1972, an additional 2 days of sick leave shall be granted to each 10 month faculty member who is employed full-time during the summer session. Sick leave not used in the year of service for which it is granted shall be allowed to accumulate to a maximum of 150 days. The number of cumulative sick days for each faculty member on the payroll as of July 1, 1972, shall be computed retroactive to his date of full-time employment, minus the days he has been absent since that date by reason of illness, accident or temporary disability. In no event, however, shall a faculty member on sick leave receive sick pay, long term disability insurance benefits and other State or College compensation or any combination of such benefits, in excess of 100% of his salary.

11.112. In order to be eligible for sick leave, a faculty member, or a member of his household, shall, whenever possible, report his absence to his supervisor prior to the start of any duties he cannot, for that reason, perform at the College. Also, a statement from the faculty member's doctor, or a doctor of the Board's choice, if the Board so desires, may be required by the Board to establish illness, accident or temporary physical disability. A faculty member on leave of absence under Article 11 shall not be eligible for sick leave nor shall he accumulate such leave days.

11.12. Professional Meetings Leave

Leaves of absence with pay may be approved by the appropriate administrator to permit faculty members to attend professional meetings and/or for other purposes which the administration concludes contribute to the professional growth and development of the faculty member. The grant and duration of such leaves shall be within the discretion of the administration. A faculty member on such leave may be reimbursed for expenses including transportation by air coach or personal automobile, lodgings, meals, local transportation, registration fees (not in excess of those charged members attending the conference), and tips, as the administration shall determine are reasonable under all considerations.

11.13. Jury Duty Leave

Faculty members who are summoned to court to perform jury duty or who are subpoenaed to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary

thereby, provided they remit to the Board any sums of money they receive in compensation for such duty or attendance, and they give notice to their immediate supervisor of the dates of their absence upon receipt of any such notification. Faculty members subpoenaed to testify also shall attempt to arrange their court appearances so as to minimally interfere with their regularly assigned duties.

11.14. Personal and Funeral Leaves

Upon request to his immediate supervisor, a faculty member may be granted personal leave for good and sufficient cause. The grant and duration of personal leave shall be within the discretion of the administration. Religious holidays, up to 3 per year, shall be granted as personal leave for good and sufficient cause. A funeral leave shall be granted for up to 3 days in the event of the death of a spouse, child, parent, brother, sister or a relative living in the faculty member's household. Each faculty member in order to be eligible for personal and funeral leave shall assume responsibility for the performance of his duties during his personal leave. By way of illustration, he may arrange for another qualified faculty member to teach his class, obtain permission from his supervisor to perform his duties at another time or substitute some other duties therefor, etc.

11.2. Long Term Leaves

11.21. Military and National Service Leaves

11.211. A faculty member who leaves his position for extended active duty in the military service of the United States during a state of war or national emergency shall be

granted a military leave for the duration of his commitment to such war or national emergency, in accordance with the terms of applicable laws. He shall be entitled to return to his position provided his discharge from service is not for reasons which would cause his reappointment to violate the conditions of Article 4 or 5, whichever is applicable. He shall return to full-time teaching status at the first opportunity that the College has to employ a full-time faculty member in the same area or areas for which he was hired, or other areas in which the Board judges him qualified to teach in, before his military leave commenced. He shall be given priority over all part-time and prospective part-time and full-time instructors to teach either part-time or full-time in the area or areas for which he has been or shall be considered qualified to teach.

During the period of such authorized military leave, the Board shall continue to pay the faculty member's required contributions to the fund of the State Universities Retirement System.

Providing the faculty member has not reached the last step of his level, restoration shall be, at the very least, at the salary level and step held at the beginning of military leave, plus one horizontal salary step.

11.212. A faculty member who is required to leave his position to serve in the United States Government instead of any other required military service of the United States may be afforded the same benefits, except that contributions to the retirement fund will not be made by the Board during

such leaves and such leaves shall not exceed 2 calendar years.

11.213. A faculty member who is required to take a short leave of absence to perform temporary active duty with Reserve or National Guard units during the time he is scheduled to perform duties at the College will be paid his basic salary, provided: (1) he remits to the Board any sums of money paid to him as compensation for the performance of such military duty; (2) the faculty member presents evidence that he has endeavored to have such duty scheduled during a time when he is not responsible for duties at the College; and (3) he has given the administration the opportunity to request that those duties be assigned at another time, unless the military call-up is urgent and prevents the administration from making such a request.

11.22. Leaves of Absence Without Pay

Upon approval of the Board, a faculty member may be granted upon his written request up to one academic year's leave of absence without pay, and upon approval, an extension up to an additional academic year's leave, upon written request, for improving professional competence, or for other good and sufficient cause shown. The Board may set the conditions for such leaves. Applications for leaves shall be filed with the President not later than March 1 or November 1 preceding the semester that the leave shall become effective. Requests for extension must be made in writing at least 60 days before the termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment, unless the President or his

designee grants him a short extension because a justified emergency beyond his control prevented his return, and provided further that he notified his supervisor, or the administration, of such emergency within 48 hours after the day he was due to return. Written notices of intent to return must be on file not less than 90 days prior to the beginning of the semester the faculty member intends to return. Failure to timely notify the administration of an intent to return shall not obligate the Board to employ the faculty member. Benefits accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and maintained by the faculty member upon his return. A faculty member returning from such leave shall have the right to return to employment in the College. He shall be given preference to return to the course area he left, if there is an opening, or to a related course area.

11.23. Parental Leave

11.231. A faculty member shall be granted a parental leave of absence without pay to rear a newborn child, or an adopted child under the age of 6 months, for a period not to exceed one year, provided that, upon written request at least 60 days prior to the end of the leave, such parental leave may be extended for up to one additional year within the discretion of the Board.

11.232. At the end of a parental leave of absence the faculty member shall have the right to return to employment at the College. He shall be given preference to return to the course area he left, if there is an opening, or to a related course area.

11.233. A parental leave of absence shall commence and end at the beginning of a fall or spring term, provided that a parental leave may commence after the fall or spring term begins only where (1) pursuant to Section 11.236 below a faculty member is unable to perform her duties, and (2) the faculty member had not entered at least her fourth month of pregnancy prior to the start of the term. However, a faculty member who has entered at least her fourth month of pregnancy prior to the fall or spring term shall not start the applicable semester unless she does not intend to take more than 3 weeks off during that semester due to her pregnancy.

11.234. In order to be eligible for a parental leave of absence, a written request must be made by a faculty member to his supervisor at least 60 days before such leave. A faculty member who postpones or delays requesting a parental leave in order to first obtain sick leave benefits shall not be eligible for a parental leave of absence.

11.235. Absence on parental leave shall not be considered a break in service, but the period of the leave shall not be considered as service at the College.

11.236. A statement from the Faculty member's doctor, or a doctor of the Board's choice, if the Board so desires, may be required to establish the faculty member's ability to perform or resume her duties.

11.24. Sabbatical Leave

11.241. The Board may grant a sabbatical

leave to a faculty member for a period not to exceed one academic year for resident study, research, travel, or other purposes designed to improve the College. Sabbatical leaves shall not be considered a break in service. At the end of his sabbatical leave the faculty member shall return to the salary level and step he held at the beginning of his leave, plus one horizontal salary step, provided the faculty member has not reached the last step of his level.

11.242. The leave will be conditioned upon a plan for resident study, research, travel or other activities proposed by the applicant and deemed by the Board to benefit the College, which plan shall be approved by the Board and may not thereafter be modified without the approval of the Board. A copy of every sabbatical leave application shall be sent to the Faculty Association Chairman. If it shall become necessary in the granting of sabbatical leave to choose between 2 or more applicants who the Board finds have plans substantially equal in merit, the selection shall be determined first on the basis of the faculty member whose number of years since his last sabbatical leave taken is the greatest, and second, on the basis of length of full-time service with the College.

11.243. The grant of a sabbatical leave by the Board will constitute a finding that the leave is deemed of benefit to the College by improving the quality and level of experience of the faculty members.

11.244. No faculty member will be eligible for a sabbatical leave until he has completed 6 full years of satisfactory full-time service at

the College and may not again apply for a sabbatical leave until the completion of a subsequent 6 years of such service.

11.245. Before leave is granted the applicant shall agree in writing that if at the expiration of such leave he does not return to the College for a period of at least one full academic year all sums of money received from the Board during the sabbatical leave shall be refunded to the Board.

11.246. A faculty member granted a sabbatical leave will receive one-half of his basic salary for the year of his leave.

11.247. All applications for sabbatical leave, including detailed plans, shall be submitted no later than February 15 of the year preceding that for which the leave is requested in order for a faculty member to be eligible for consideration for a sabbatical leave. The President shall inform the faculty member in writing by April 1 whether or not his leave has been granted. If an application for sabbatical leave is denied, the reason therefor shall be stated in writing to the faculty member.

ARTICLE 12 – PROFESSIONAL GROWTH

12.1 Enrollment in the College shall be tuition-free to all faculty members to the extent of their in-district tuition, if permitted by law.

Where the Board within its discretion approves of a faculty member's proposal to take courses at other institutions of higher learning, the Board shall reimburse the faculty member for tuition and fees in amounts and under conditions set by the Board.

A proposal requesting approval may be submitted to the Associate Dean. The faculty member may list the courses which he has taken, the courses which he would like approved, the ways in which the courses contribute to his professional development, information, and instructional skills, and the relationship of the courses to the field in which he teaches.

12.2. The Faculty Association shall have the right to conduct two in-service education meetings each academic year. The date and content of such meetings shall be subject to the approval of the Dean of Instruction.

12.3. The Faculty Association shall be granted a place and time on the orientation agenda.

ARTICLE 13 – FACULTY RIGHTS

13.1. The terms of this Agreement shall take precedence in the event of conflict between the terms of an individual contract of a faculty member and this Agreement. This Agreement shall be referred to in the employment contracts issued to faculty members. Copies of this Agreement shall be made available to faculty members, the cost of which shall be shared equally between the Board and the Association. Insurance and pension booklets shall be issued to each faculty member when available. Official Board Policies shall be available for faculty inspection in the Library, the Office of Institutional Services and the President's Office.

13.2. The Board shall make available to the Faculty Association upon its request any existing public records which are relevant to negotiations or the enforcement of this Agreement. Standing requests will not be honored.

13.3. The Faculty Association shall be supplied a copy of the agenda of any regular or special meeting of the Board, at the time the agenda is distributed to the Board, with sufficient information thereon to know the subject to be discussed at the Board meeting. The President shall make available to the chairman of the Faculty Association, or his designee, at the beginning of the Board's meeting, additional Board reports, including recommendations of the President, and the minutes of the last meeting, to the extent such material is available to the general public at the meeting. The same courtesies shall be extended by the Faculty Association to the Board.

13.4. The chairman of the Faculty Association or his representative shall be accorded the privilege of speaking at Board meetings for a period of time allocated by the Chairman of the Board, provided he has made his request prior to the time the agenda has been prepared and has identified the subject(s) on which he wishes to speak. Collective bargaining shall not be conducted and grievances shall not be discussed.

13.5. The Faculty Association may appoint one or more observers to all college committees where faculty members participate if such committees are involved in institutional planning or consider faculty rights and responsibilities.

ARTICLE 14 – PERSONNEL RECORDS FOR FACULTY

Upon appropriate request, a faculty member may review his official personnel files, except for confidential documents, and if his request is reasonable, he may reproduce any items in his files. Material relative to the faculty member's performance, character, or personality placed in the faculty member's official

files must be initialled by the faculty member. A faculty member may attach his own written response to items that have been placed in his file(s).

ARTICLE 15 – CALENDAR

15.1. There shall be 18 weeks of instruction in each semester. The number of holidays for 10-month and 12-month faculty members, respectively, shall be the number observed in the 1971-72 fiscal year, except for any Sunday holidays which are observed by the College on Sunday. In addition, new faculty members shall have 1 week, and faculty members previously employed shall have 2 days of orientation prior to the beginning of the fall semester. Also, there shall be 1 week of in-service activities prior to the spring semester.

15.2. There shall be 8 weeks of instruction in the summer term, except where program requirements necessitate longer attendance.

15.3. Monday thru Saturday shall be considered instructional days, provided no faculty member shall have the obligation to perform duties on Sunday without his consent.

15.4. The Board may require faculty members to be present to teach their classes or to otherwise perform their assigned duties, to conduct College office hours, to fulfill committee responsibilities and to be present for scheduled meetings during College activity hours, which currently, by way of illustration, are 3-5 P.M. on Tuesday and Thursday.

15.5. It shall not be a violation of this Agreement if the College cannot be operated due to a reason beyond the Board's control, such as an act of God, fire, explosion, etc.

ARTICLE 16 – SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 17 – HIRING AND FACULTY INVOLVEMENT

17.1. Decisions on the hiring of faculty members and the terms of their employment shall be the sole and exclusive right of the Board. However, the terms of their employment contracts shall not violate the terms of this Agreement.

17.2. Except where conditions necessitate that interviews take place other than in the immediate locale of the College, two or more faculty members in the subdivision and course area for which prospective faculty members may be hired, where available, shall be invited to participate in interviews of all prospective full-time faculty members and make written recommendations to their Associate Dean concerning the employment of the candidates. At least one of the faculty members participating in such interviews shall, whenever possible, be teaching in the same field or subject area for which the candidate is being considered. Faculty members invited to participate in the interview shall be given the basic information needed to enable them to assess the applicant.

17.3. Openings for full-time faculty positions shall be posted in each subdivision, provided such postings shall not be deemed to obligate the College to hire any number of applicants.

ARTICLE 18 – NON-INTERRUPTION OF WORK

The Association will not instigate, promote, sponsor, engage in, or condone any strike, slowdown, picketing, boycott or concerted stoppage of work, or any other intentional interruption of the operations of the College. Any faculty member who violates any of the provisions of this Article may be disciplined (including discharged) by the Board, except if any faculty member pickets, he may be disciplined (including discharged) if he persists in such violation after he has received one wirtten warning from the Dean of Instruction. Any faculty member who is discharged or disciplined, including suspended without pay, for violation of the terms of this Article may file a grievance under Article 10 alleging he did not violate said terms. In the event the grievance is appealed to arbitration, the decision of the arbitrator on this issue shall be final and binding on the Board, the Association, and the faculty member(s) involved.

ARTICLE 19 – SCOPE OF AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of faculty members. The appendixes hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by the Board or the Faculty Association during the life thereof covering any matter covered or not covered in this Agreement. During the life of this Agreement, the Board will not change existing policies and practices established in writing by the Board or an administrator designated by the Board and which are not specifically covered by this Agreement, for arbitrary and capricious reasons.

ARTICLE 20 – SALARY SCHEDULES

20.1. Effective July 1, 1972, faculty members shall be compensated in accordance with the 10 month salary schedule set forth in Appendix B attached hereto.

20.2. Effective July 1, 1973, faculty members shall be compensated in accordance with the 10 month salary schedule set forth in Appendix C attached hereto.

20.3. All faculty members who have not reached the last step on their level shall receive at the beginning of the 1972-73 and the 1973-74 academic year one horizontal salary step. When a faculty member is promoted in rank, he shall move up to the next highest level and be placed on that salary step which has a rate of salary higher than the faculty member's salary would have been had he not been promoted.

20.4. Overload for summer school shall be paid in accordance with the salary schedule in effect during the preceding spring semester.

20.5. Faculty members who are coordinators, counselors and librarians and who are employed on a 12 month basis shall receive compensation equal to their applicable level and step on the salary schedule, plus 20%.

20.6. Faculty members employed on a 12 month basis shall be placed in the salary schedule at the level and step closest to 5/6 of their 12 month annual salary and shall receive increases in accordance with Section 20.3 above.

20.7. Faculty members employed on a 12 month basis shall not receive additional compensation for summer school.

ARTICLE 21 – INSURANCE AND CREDIT UNION

21.1. The group insurance program covering faculty members in effect for the 1971-1972 academic year shall remain in effect for the term of this Agreement, subject to the terms and conditions of the insurance policies issued thereunder.

21.2. Faculty members who wish to participate in the Moraine Valley Community College Credit Union shall be allowed, through payroll deduction, to do so.

ARTICLE 22 – SEVERANCE PAY

A faculty member who is terminated by the Board not for cause shall receive severance pay equal to 1 month's pay for each year of full-time service at the College beyond 3 years of full-time service, up to a maximum of 10 months of severance pay. Severance pay shall not be paid to faculty members who voluntarily quit or who retire.

ARTICLE 23 – DURATION

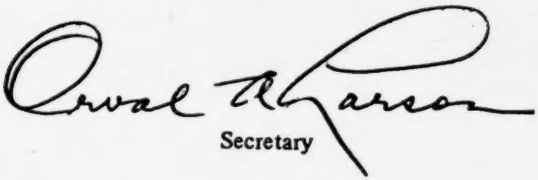
This Agreement shall be effective as of July 1, 1972, and shall remain in full force and effect through June 30, 1974. Thereafter, it shall automatically renew itself from year to year thereafter unless at least 60 days and not more than 90 days prior to the termination date, or anniversary thereof, either party shall give written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, or terminate this Agreement. In the event of such a notice the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Faculty Association.

Board of Junior College District
No. 524, County of Cook and
State of Illinois

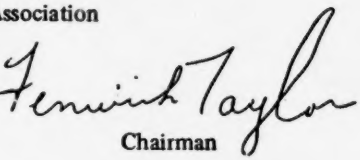
By

Chairman

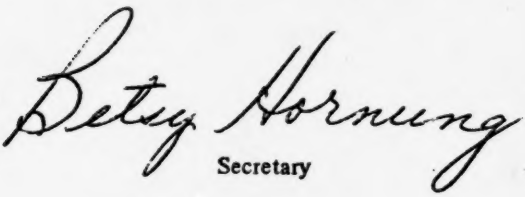


Secretary

Moraine Valley
Faculty Association

By 

Chairman



Secretary

Appendix A

Allan, Henry
Apter, John
Arnold, Ralph
Arocha, Roland
Arthur, Melvin
Berg, Edwin
Bishop, David
Bryzek, Sandra
Capstaff, Genevieve
Cooper, Evelyn
Dockus, Kenneth
Donnersberger, Ann
Downs, David
Dugan, Robert
Eckart, Michael
Frigo, Peter
Gallagher, John
Gordon, Judith
Graczyk, Rita
Grip, Margaret
Hansen, Ray
Haynes, Michael
Huns, Agita
Jenks, Dennis
Juracka, Robert
Keogh, Laurence
Kirvaitis, Joanna
Kitch, Joanne
Kuehner, Calvin
Lawrisuk, Paul
Loschetter, Richard
Ludden, Dennis
McCord, Norval
McKeague, Patricia
Mikosz, Gerald
Milner, Margaret
Monroe, Allan
Moore, John
Norton, John
Parker, Thelma
Pauritsch, Michael
Pietryla, Ray
Povsner, Mitchell
Reagan, Anne
Rodriquez, Esther
Ruyle, Jim
Sauve, Sharon
Scott, Duncan
Sinclair, Margaret
Smith, Virginia
Staudinger, Lenette
Sullivan, Thomas
Sweeney, Michael
Taylor, Fenwick
Thiesfeld, Bonnie
Tinkle, Phyllis
Twining, Marilyn
Yelvington, Eleanor
Zamora, Marjorie

NOTE: On a non-precedent basis, the following faculty members shall not have their service broken by previously approved leave of absence and shall, for the purposes of Section 4.2 (except the proviso), be considered as having "consecutive" years of service, provided they shall not be deemed to have had a year of full-time service at the College for the year in which their leave occurred:

Fritz, Richard; Ponsford, Mary Ellen; Tiernan, LuAnn

Appendix B

MORAINE VALLEY COMMUNITY COLLEGE
SALARY SCHEDULE FOR 10 MONTH FACULTY MEMBERS
ACADEMIC YEAR 1972-73

	Level	I	II	III	IV	V	VI	VII	VIII
V	A	14,132	14,737	15,342	15,947	16,555	17,157	17,762	18,367
VI	B	12,289	12,816	13,342	13,869	14,395	14,922	15,449	
VII	C	10,686	11,143	11,601	12,058	12,515	12,973		
VIII	D	9,292	9,690	10,087	10,485	10,882			
IX	E	6,711	7,064	7,417	7,770	8,123	8,476	8,829	9,182

Appendix C

MORAINE VALLEY COMMUNITY COLLEGE
SALARY SCHEDULE FOR 10 MONTH FACULTY MEMBERS
ACADEMIC YEAR 1973-74

	Level	I	II	III	IV	V	VI	VII	VIII
V	A	14,459	15,078	15,697	16,316	16,938	17,554	18,173	18,792
VI	B	12,573	13,113	13,651	14,190	14,728	15,267	15,807	
VII	C	10,933	11,400	11,870	12,337	12,805	13,273		
VIII	D	9,507	9,914	10,321	10,728	11,134			
IX	E	6,866	7,228	7,589	7,950	8,311	8,672	9,033	9,395

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